



TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
AGENDA PACKET

For the Meeting of Wednesday  
July 2, 2014

7:00 P.M. Regular Meeting

District Office  
1800 Willow Lake Road



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

**NOTICE OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday July 2, 2014**

**REGULAR MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

**C. AREA AGENCIES REPORTS / PRESENTATION**

1. Sheriff's Office Report
2. CHP Report
3. East Contra Costa Fire Protection District Report
4. Supervisor Mary Piepho, District III Report

**D. COMMITTEE/LIAISON REPORTS**

1. Trans-Plan Report
2. County Planning Commission Report
3. Code Enforcement Report
4. Special Districts Report\*\*

*\*\*These meetings are held Quarterly*

**E. PRESENTATIONS**

**F. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of special meeting dated June 11, 2014
2. Approval of DRAFT minutes of regular meeting dated June 18, 2014
3. Approve Register of District Invoices
4. District Engineer Services Agreement between the Town of Discovery Bay and HERWIT Engineering
5. Rescind Resolution No. 2014-10 and Adopt Resolution No. 2014-15 Ordering Even-Year Board of Directors Election; Consolidation of Elections; and Specifications of the Election Order
6. Approve and Accept the contract work performed by Bockmon & Woody Electric Co., Inc., for the Electrical Installation for Solar Dryers C & D Project and direct Staff to record "Notice of Completion" with the Contra Costa County Recorder's Office

**G. BUSINESS AND ACTION ITEMS**

1. Annual Intention to Levy and Collect Annual Assessment for the Ravenswood Improvement District – DB Lighting and Landscape Zone 9 for the Fiscal Year 2014-2015, Accept Engineer's Report and Adopt Resolution No. 2014-14
2. Announcement of Special District Vacancy on LAFCO, Call for Nominations and for Names of Voting Delegates – Election July 21, 2014
3. Consideration and Approval of Overnight camping request for "Discovery Bay River Otters Swim Team Overnight Party" event at the Discovery Bay Community Center on July 19th thru July 20th, 2014

**H. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)**

**I. PRESIDENT REPORT AND DIRECTORS' COMMENTS**

**J. MANAGER'S REPORT – Discussion and Possible Action**

**K. GENERAL MANAGER'S REPORT – Discussion and Possible Action**

1. Discussion of Illegal Advertising Signs

**L. DISTRICT LEGAL COUNSEL REPORT**

**M. COMMITTEE UPDATES – Discussion and Possible Action**

**N. CORRESPONDENCE – Discussion and Possible Action**

**O. PUBLIC RECORD REQUESTS RECEIVED**

**P. FUTURE AGENDA ITEMS**

**Q. ADJOURNMENT**

1. Adjourn to the next regular meeting dated July 16, 2014 starting at 7:00 p.m. on 1800 Willow Lake Rd – Located behind the Delta Community Presbyterian Church.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925)634-1131, during regular business hours, at least twenty-four hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



No Back Up  
Documentation  
For Agenda Item # C



No Back Up  
Documentation  
For Agenda Item # D



No Back Up  
Documentation  
For Agenda Item # E



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday, June 11, 2014  
SPECIAL BOARD MEETING – 6:30 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**SPECIAL BOARD MEETING at 6:30 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

**Call business meeting to order** – 6:30 p.m. by President Simon  
**Pledge of Allegiance** – Led by President Simon  
**Roll Call** – All Present

**B. PUBLIC COMMENTS (Public Comments will be limited to a 3-minute time limit)**

None

**C. BUSINESS AND ACTION ITEMS**

**1. Review of the FY 2012-13 “DRAFT” Audit**

**Pauline Sanguinetti - Croce, Sanguinetti, & Vander Veen** – Provided the details of item C-1. There was discussion between the General Manager, the Board and Pauline with Croce, Sanguinetti, & Vander Veen

**Mark Croce – Croce, Sanguinetti, & Vander Veen** – Provided additional details of item C-1.

**2. Fiscal Year 2014-15 and Fiscal Year 2015-16 Preliminary DRAFT Operating, Capital and Revenue Budgets**

**General Manager Howard** – Provided details of item C-2.

**Finance Manager Breitstein** – Provided additional details of item C-2. There was discussion between the General Manager, the Finance Manager, and the Board.

**Parks and Landscape Manager Perez** – Provided additional details of item C-2. There was discussion between the General Manager, the Parks and Landscape Manager, and the Board.

**D. ADJOURNMENT**

The meeting adjourned at 9:13 p.m. to next Regular meeting of June 18, 2014 starting at 7:00 p.m. at 1800 Willow Lake Road.

//cmc – 06.12.14

<http://www.todb.ca.gov/content/agenda-and-minutes/>



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Kevin Graves • Director – Bill Pease • Director – Marianne Wiesen

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday June 18, 2014  
REGULAR MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

Call business meeting to order – 7:00 p.m. by President Simon  
Pledge of Allegiance – Led by President Simon  
Roll Call – All Present with the exception of Director Graves

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

None

**C. PRESENTATIONS**

None

**D. PRESIDENT REPORT AND DIRECTORS' COMMENTS**

None

**E. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. DRAFT minutes of previous special meeting dated June 4, 2014
2. DRAFT minutes of previous regular meeting dated June 4, 2014
3. Approve Register of District Invoices
4. Annual Audited Financial Statements for FY 2012-13
5. Approval of Second Amendment to Employment Contract between the Town of Discovery Bay and the General Manager
6. Annual Discovery Bay Lighting and Landscape Zone #8 Appropriations Limit for FY 2014-15 – Adopt and Approve Resolution No. 2014-12

**Motion by:** Director Pease to approve the Consent Calendar

**Second by:** Director Wiesen

**Vote –** Motion Carried – AYES: 4 – President Simon, Vice-President Steele, Director Pease, Director Wiesen, NOES: 0, ABSENT: 1 – Director Graves

**F. BUSINESS AND ACTION ITEMS**

1. **Consideration of Annual Fiscal Year 2014-15 and Fiscal Year 2015-16 Operating, Capital and Revenue Budgets and Adoption of Resolution 2014-13**

**General Manager Howard** – Provided the details of item F-1. There was discussion between the General Manager and the Board.

**Parks and Landscape Manager Perez** – Provided additional details of item F-1. There was discussion between the Board, the General Manager, and the Parks and Landscape Manager.

**Motion by:** Director Pease to approve the FY 2013-14 Operating, Capital and Revenue Budgets and Adopt Resolution 2014-13

**Second by:** Vice-President Steele

The discussion continued between the Board, the General Manager, and the Parks and Landscape Manager.

**Vote:** Motion Carried – AYES: 4 – President Simon, Vice-President Steele, Director Pease, Director Wiesen, NOES: 0, Absent: 1 – Director Graves

**2. Approve Contract to Sierra Nevada Construction, Inc. for Slurry Seal of various recreational area facilities**

**Parks and Recreation Manager Perez** – Provided the details of item F-2. There was discussion between the General Manager, the Board, and the Parks and Recreation Manager

**Motion by:** Director Pease to award contract to Sierra Nevada Construction Inc., in the amount not to exceed \$45,826.00 for repair work (Slurry, Striping and Crack Fill) of various recreational area facilities; and authorize the General Manager to execute all contracts or purchase orders.

**Second by:** Director Wiesen

**Vote:** Motion Carried – AYES: 4 – President Simon, Vice-President Steele, Director Pease, Director Wiesen, NOES: 0, ABSENT: 1 – Director Graves

**G. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)**

None

**H. VEOLIA REPORT**

1. **Veolia Report for the month of April**

2. **Veolia Report for the month of May**

**Project Manager Berney Sadler** – Provided the details of the May 2014 Monthly Operations Report and introduced the new Maintenance Supervisor. There was discussion between the Project Manager, the General Manager, and the Board.

**I. MANAGER'S REPORTS – Discussion and Possible Action**

1. Dog Park

**Parks and Recreation Manager Perez** – Provided the details of item I-1. There was discussion between the Parks and Recreation Manager, the General Manager, and the Board. There was one Public Comment Speaker.

**J. GENERAL MANAGER'S REPORT – Discussion and Possible Action**

1. National Pollutant Discharge Elimination System (NPDES) Permit Update

**General Manager Howard** – Provided the details of item J-1. Provided details of the Invasive Aquatic Weeds meeting dated July 8, 2014 beginning at 6:30 p.m.

**K. DISTRICT LEGAL COUNSEL REPORT**

None

**L. COMMITTEE UPDATES – Discussion and Possible Action**

None

**M. CORRESPONDENCE – Discussion and Possible Action**

1. R – State Route 4 Bypass meeting minutes dated March 13, 2014

2. R – East Contra Costa County Fire Protection District meeting minutes dated May 5, 2014

3. R – Byron Municipal Advisory Council meeting minutes dated May 15, 2014

**N. PUBLIC RECORD REQUESTS RECEIVED**

None

**O. FUTURE AGENDA ITEMS**

1. Parked cars at the Community Center for sale - (Tow company to add signs)

**P. ADJOURNMENT**

The meeting adjourned at 7:50 p.m. to the next Regular meeting dated July 2, 2014 starting at 7:00 p.m. on 1800 Willow Lake Road.

//cmc – 06.23.14

<http://www.todb.ca.gov/content/agenda-and-minutes/>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

July 02, 2014

**Prepared By:** Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk  
**Submitted By:** Rick Howard, General Manager

*RH*

### Agenda Title

Approve Register of District Invoices

### Recommended Action

Staff recommends that the Board approve the listed invoices for payment

### Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

### Fiscal Impact:

**Amount Requested** \$ 215,763.76

**Sufficient Budgeted Funds Available?:** Yes (If no, see attached fiscal analysis)

**Prog/Fund #** See listing of invoices. **Category:** Operating Expenses and Capital Improvements

### Previous Relevant Board Actions for This Item

### Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2013/2014  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2013/2014  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2013/2014

AGENDA ITEM: F-3

**Request for authorization to pay invoices (RFA)**  
**For the Meeting on July 02, 2014**  
**Town of Discovery Bay CSD**  
**For Fiscal Year's 7/13 - 6/14**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
<b>Administration</b>				
Odyssey Landscape Co, Inc.	36039669	Monthly Maintenance (Z35,Z57,Z61)	06/20/14	\$7,589.79
Watersavers Irrigation Inc.	1466070-00	Nozzle Replacements (Z61)	06/10/14	\$1,419.08
Watersavers Irrigation Inc.	1466537-00	Landscape Reimb. (Z61)	06/12/14	\$88.08
		<b>Administration</b>	<b>Sub-Total</b>	<b>\$9,096.95</b>
<b>Water</b>				
Alhambra	13710019061314	Water Service	06/13/14	\$16.85
Bartle Wells Associates	BWA513C-1001	Proposal To Update Water & Wastewater Capacity Fee	06/10/14	\$1,000.64
Bay Area News Group	2005834/053114	Classified Advertising-Well 7	05/31/14	\$265.53
Bay Area News Group	2005834/053114	Press Release Dist. of Distinction	05/31/14	\$32.73
Bernard Kangieser	116 CARDINAL LN	Closed Account, Refund Overpayment	06/25/14	\$30.66
Bill Pease	JUNE 2014	Expense Report June 2014	06/25/14	\$184.00
Cash	JUNE 2014	Postage	06/20/14	\$6.63
Chris Steele	JUNE 2014	Expense Report June 2014	06/25/14	\$230.00
Cintas	185471812	Uniforms	06/10/14	\$14.56
Cintas	185472533	Uniforms	06/17/14	\$17.68
Cintas	185473306	Uniforms	06/24/14	\$14.93
County of Contra Costa Public Works Dept	917791	Encroachment Permit	06/12/14	\$172.28
Discovery Bay Designs	1028	Logo Apparel	06/20/14	\$134.20
Discovery Pest Control	121985	Pest Control	06/12/14	\$84.40
Dublin San Ramon Services District	1434	2014-2015 Participation Fee	06/12/14	\$572.00
Ferguson Waterworks	726383	Firefly's with Nicor Connection	06/03/14	\$5,668.60
Freedom Mailing Service, Inc	24763	Water Bill Processing May 2014	06/11/14	\$1,069.93
J.W. Backhoe & Construction, Inc.	2126	Leak on Discovery Bay Blvd	06/06/14	\$7,458.10
Marianne Wiesen	JUNE 2014	Expense Report June 2014	06/25/14	\$184.00
Mark Simon	JUNE 2014	Expense Report June 2014	06/25/14	\$160.00
Neopost (Postage Account)	7900044908384658/614	Postage	06/06/14	\$41.00
Office Depot	696782298001	Office Supplies	03/14/14	\$2.85
Pacific Gas & Electric	2943721807-5/061714	Electric & Gas Bill 05/13/14-06/11/14	06/17/14	\$58,128.33
Paul E. Vaz Trucking, Inc.	30525	Material 06/3/14 & 06/11/14	06/16/14	\$920.43
Paul E. Vaz Trucking, Inc.	30526	Freight 06/03/14 & 06/11/14	06/16/14	\$1,076.27
Realty World Delta Country	3606 SAILBOAT DR	Closed Account, Refund Overpayment	06/25/14	\$2.94
ReliaStar Life Insurance Company	#JR52 457(B) 063014	457(b) 06/15/14-06/30/14	06/30/14	\$415.77
Some Gave All	JUNE 2014	Expense Report June 2014	06/25/14	\$276.00
Univar	SJ620731	Chemicals Delivered 05/29/14	05/29/14	\$348.67
Univar	SJ620733	Chemicals Delivered 05/29/14	05/29/14	\$278.94
Univar	SJ622122	Chemicals Delivered 06/05/14	06/05/14	\$291.24
Univar	SJ622123	Chemicals Delivered 06/05/14	06/05/14	\$246.12
Univar	SJ623252	Chemicals Delivered 06/11/14	06/11/14	\$287.14
Univar	SJ623253	Chemicals Delivered 06/11/14	06/11/14	\$135.37
Upper Case Printing, Ink.	8307	Utility Bills and Envelopes	06/05/14	\$859.76
Veolia Water North America	38852	R&M May 2014	06/23/14	\$3,012.29
Veolia Water North America	39015	R&M Large Repair May 2014	06/24/14	\$2,894.80
		<b>Water</b>	<b>Sub-Total</b>	<b>\$86,535.64</b>
<b>Wastewater</b>				
Alhambra	13710019061314	Water Service	06/13/14	\$25.27
American Retrofit Systems	1012	Condenser on AC Unit WWTP#2	06/16/14	\$150.00
Bartle Wells Associates	BWA513C-1001	Proposal To Update Water & Wastewater Capacity Fee	06/10/14	\$1,500.95
Bay Area News Group	2005834/053114	Press Release Dist. of Distinction	05/31/14	\$49.10
Bill Pease	JUNE 2014	Expense Report June 2014	06/25/14	\$276.00
Cash	JUNE 2014	Misc. Service & Supplies	06/20/14	\$45.00
Chris Steele	JUNE 2014	Expense Report June 2014	06/25/14	\$366.28
Cintas	185471812	Uniforms	06/10/14	\$21.58
Cintas	185472533	Uniforms	06/17/14	\$26.53
Cintas	185473306	Uniforms	06/24/14	\$22.39
County of Contra Costa Public Works Dept	917791	Encroachment Permit	06/12/14	\$258.42
Discovery Bay Designs	1028	Logo Apparel	06/20/14	\$201.29
Discovery Pest Control	121985	Pest Control	06/12/14	\$126.60
Lesley Marable	JUNE 2014	Expense Report June 2014	06/23/14	\$37.97
Marianne Wiesen	JUNE 2014	Expense Report June 2014	06/25/14	\$276.00
Mark Simon	JUNE 2014	Expense Report June 2014	06/25/14	\$240.00

Neopost (Postage Account)	7900044908384658/614	Postage	06/06/14	\$61.50
Office Depot	712726335001	Office Supplies	05/30/14	\$54.29
Pacific Gas & Electric	1181942262-4/061014	Electric & Gas Bill 05/06/14-06/09/14	06/10/14	\$7,918.93
Pacific Gas & Electric	7312115758-7/061214	Electric & Gas Bill 05/13/14-06/11/14	06/12/14	\$33,385.47
ReliaStar Life Insurance Company	#JR52 457(B) 063014	457(b) 06/15/14-06/30/14	06/30/14	\$623.65
Some Gave All	JUNE 2014	Expense Report June 2014	06/25/14	\$452.61
Veolia Water North America	38852	R&M May 2014	06/23/14	\$10,342.14
Veolia Water North America	39015	R&M Large Repair May 2014	06/24/14	\$7,969.27

**Wastewater Sub-Total \$64,431.24**

**Community Center**

**Community Center Sub-Total \$0.00**

**Grand Total \$160,063.83**

**Request For Authorization To Pay Invoices (RFA)**  
**For the Meeting on July 02, 2014**  
**Town of Discovery Bay, D.Bay L&L Park #8**  
**For Fiscal Year's 7/13 - 6/14**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Alhambra	13710019061314	Water Service	06/13/14	\$52.82
Alhambra	13710019061314	Community Center-Water Service	06/13/14	\$52.82
Big Dog Computer	BDC33030	Community Center-Service and Supplies	05/29/14	\$373.97
Big Dog Computer	BDC33035	Community Center-Supplies	06/13/14	\$37.78
Brenden Dutra	JUNE 2014	Community Center-Expense Report Lifeguard Training	06/17/14	\$265.00
Carol Brown	2	Community Center-Program Fees	06/12/14	\$900.00
Cintas	185471812	Uniforms	06/10/14	\$18.06
Cintas	185471812	Community Center-Mats	06/10/14	\$30.99
Cintas	185472533	Uniforms	06/17/14	\$22.11
Cintas	185472533	Community Center-Mats	06/17/14	\$30.99
Cintas	185473306	Uniforms	06/24/14	\$18.66
Cintas	185473306	Community Center-Mats	06/24/14	\$30.99
Department of Justice	39932	Community Center-Background Checks	06/04/14	\$49.00
Freshi Films LLC	3102	Community Center-Program Fees	06/11/14	\$1,728.00
Freshi Films LLC	3104	Community Center-Program Fees	06/17/14	\$864.00
Kidz Love Soccer	2014SP-F122	Community Center-Program Fees	06/10/14	\$1,726.40
Matthew Saale	1	Community Center-Pool Service	05/30/14	\$400.00
Odyssey Landscape Co, Inc.	36039669	Monthly Maintenance	06/20/14	\$7,965.00
Office Depot	701154960001	Community Center-Office Supplies	03/21/14	\$60.22
Office Depot	714853511001	Office Supplies	05/27/14	\$39.34
Office Depot	714853511001	Community Center-Office Supplies	05/27/14	\$39.34
Office Depot	714864186001	Office Supplies	05/27/14	\$4.22
Office Depot	714864186001	Community Center-Office Supplies	05/27/14	\$4.22
Office Depot	714868851001	Community Center-Office Supplies	05/27/14	\$18.59
Office Depot	715445584001	Office Supplies	06/04/14	\$26.04
Office Depot	715445584001	Community Center-Office Supplies	06/04/14	\$26.03
Office Depot	715629475001	Office Supplies	06/05/14	\$17.31
Office Depot	715629475001	Community Center-Office Supplies	06/05/14	\$17.31
Office Depot	715629634001	Community Center-Office Supplies	06/05/14	\$6.43
Pacific Gas & Electric	0869258994-1/061014	Electric & Gas Bill 05/10/14-06/10/14	06/10/14	\$460.93
Pacific Gas & Electric	5702839598-6/061114	Community Center-Electric & Gas Bill 05/09-14-06/09/14	06/11/14	\$2,256.69
Pacific Gas & Electric	5939734421-5/061714	Electric & Gas Bill 05/17/14-06/17/14	06/17/14	\$6,635.84
Raymond Gibson	1	Community Center-Refund Canceled Class	06/24/14	\$285.00
Shawna J. Scizak	2	Community Center-Program Fees	06/17/14	\$214.40
Town of Discovery Bay, CSD	9-900-000-002-6.02	Community Center-Water Bill 05/01/14-05/31/14	05/31/14	\$1,194.59
Town of Discovery Bay, CSD	9-900-000-004-2.01	Water Bill 05/01/14-05/31/14	05/31/14	\$1,545.34
Town of Discovery Bay, CSD	9-900-000-004-2.02	Water Bill 05/01/14-05/31/14	05/31/14	\$506.07
Town of Discovery Bay, CSD	9-900-000-004-2.03	Water Bill 05/01/14-05/31/14	05/31/14	\$333.28
Town of Discovery Bay, CSD	9-900-000-004-2.04	Water Bill 05/01/14-05/31/14	05/31/14	\$162.17
Town of Discovery Bay, CSD	9-900-000-004-2.05	Water Bill 05/01/14-05/31/14	05/31/14	\$58.71
Town of Discovery Bay, CSD	9-900-000-004-2.06	Water Bill 05/01/14-05/31/14	05/31/14	\$338.31
Town of Discovery Bay, CSD	9-900-000-004-2.07	Water Bill 05/01/14-05/31/14	05/31/14	\$8.94
Town of Discovery Bay, CSD	9-900-000-004-2.08	Water Bill 05/01/14-05/31/14	05/31/14	\$14.53
Town of Discovery Bay, CSD	9-900-000-004-2.09	Water Bill 05/01/14-05/31/14	05/31/14	\$70.45
Town of Discovery Bay, CSD	9-900-000-004-4.01	Water Bill 05/01/14-05/31/14	05/31/14	\$2.79
Town of Discovery Bay, CSD	9-900-000-004-4.02	Water Bill 05/01/14-05/31/14	05/31/14	\$57.87
Town of Discovery Bay, CSD	9-900-000-004-4.03	Water Bill 05/01/14-05/31/14	05/31/14	\$485.66
Town of Discovery Bay, CSD	9-900-000-004-4.04	Water Bill 05/01/14-05/31/14	05/31/14	\$8.38
Town of Discovery Bay, CSD	9-900-000-004-4.05	Water Bill 05/01/14-05/31/14	05/31/14	\$89.47
Town of Discovery Bay, CSD	9-900-000-012-0.01	Water Bill 05/01/14-05/31/14	05/31/14	\$5.59
Town of Discovery Bay, CSD	311	Payroll Reimbursement May 2014	06/20/14	\$16,186.25
Watersavers Irrigation Inc.	1463268-00	Community Center-Irrigation Repairs	06/04/14	\$433.77
Watersavers Irrigation Inc.	1466070-00	Weed Control	06/10/14	\$546.16
Watersavers Irrigation Inc.	1470865-00	Community Center-Irrigation Repairs	06/20/14	\$321.61
<b>Total</b>				<b>\$47,048.44</b>

**Request For Authorization To Pay Invoices (RFA)**  
**For the Meeting on July 02, 2014**  
**Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)**  
**For Fiscal Year's 7/13 - 6/14**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Alhambra	13710019061314	Water Service	06/13/14	\$52.82
Cintas	185471812	Uniforms	06/10/14	\$18.07
Cintas	185472533	Uniforms	06/17/14	\$22.11
Cintas	185473306	Uniforms	06/24/14	\$18.65
Odyssey Landscape Co, Inc.	36039669	Monthly Maintenance	06/20/14	\$2,900.73
Office Depot	714853511001	Office Supplies	05/27/14	\$39.34
Office Depot	714864186001	Office Supplies	05/27/14	\$4.21
Office Depot	715445584001	Office Supplies	06/04/14	\$26.04
Office Depot	715629475001	Office Supplies	06/05/14	\$17.31
Town of Discovery Bay, CSD	9-900-000-004-3.01	Water Bill 05/01/14-05/31/14	05/31/14	\$5.59
Town of Discovery Bay, CSD	9-900-000-004-3.02	Water Bill 05/01/14-05/31/14	05/31/14	\$1,887.85
Town of Discovery Bay, CSD	9-900-000-004-3.03	Water Bill 05/01/14-05/31/14	05/31/14	\$257.78
Town of Discovery Bay, CSD	312	Payroll Reimbursement May 2014	06/20/14	\$3,400.99
			<b>Total</b>	<b>\$8,651.49</b>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

July 2, 2014

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

District Engineer Services Agreement between the Town of Discovery Bay and HERWIT Engineering

### Recommended Action

(1) Approve District Engineering Services Agreement between the Town of Discovery Bay CSD and HERWIT Engineering for the period July 1, 2014 through June 30, 2016 and authorize the General Manager to execute the contract documents; and (2) Authorize a contract amount not to exceed \$75,000.00 for the Fiscal Year beginning July 1, 2014 and July 1, 2015.

### Executive Summary

HERWIT Engineering has been the District's Engineer since 1998. HERWIT has performed their services with the highest levels of professionalism, integrity and commitment to the District over the term of their contract(s). Staff recommends that HERWIT be retained as the Town of Discovery Bay's District Engineer for the next two (2) fiscal years beginning July 1, 2014 and ending on June 30, 2016. This contract will remain in place for the next two (2) budget cycles and has an option period of two (2) additional two (2) budget cycles subject to Board authorization.

The Scope of Services is listed as Exhibit "A" to the contract. Any work outside the Scope of Services will be billed accordingly to the respective capital project.

### Fiscal Impact:

**Amount Requested \$150,000.00 (\$75,000.00 per year)**  
**Sufficient Budgeted Funds Available?: Yes – Proposed FY 2011-12 O&M Budget**  
**Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#**

### Previous Relevant Board Actions for This Item

N/A

### Attachments

1. District Engineer Services Agreement between the Town of Discovery Bay and HERWIT Engineering

AGENDA ITEM: F-4



## TOWN OF DISCOVERY BAY CSD

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1800 Willow Lake Road, Discovery Bay, CA 94505  
Telephone: (925) 634-1131 Fax: (925) 513-2705

### **CONTRACT FOR PROFESSIONAL SERVICES**

The Contract is made this 2<sup>nd</sup> day of July 2014, by and between **Town of Discovery Bay**, a community services district organized under the laws of California (hereinafter called "District") and **HERWIT Engineering**, a California Partnership hereinafter called "Consultant").

Services Description and Location: **Consulting Services as District Engineer for the Town of Discovery Bay Community Services District.**

Consultant: HERWIT Engineering

Completion date: June 30, 2016

#### A. THE CONTRACT

This Contract consists of (1) this form cover sheet, (2) the General Terms and Conditions attached hereto (3) any plans and specifications relating to the project and location listed above, if applicable, (4) the Exhibits attached hereto, as Exhibit **A** and **B**, inclusive. The District has furnished the Consultant with the general program and requirements of Consultant's services and consultant acknowledges being informed as to the nature and extent of the services required. It is expressly understood between the parties that the district is relying on and looking to Consultant for performing and establishing the specific and technical requirements of the work described below, except where otherwise provided. This is a two-year services agreement with a two-year option.

#### B. THE WORK

Consultant shall perform the work specified in Exhibit A ("Scope of Work") attached hereto and incorporated herein by reference.

#### C. COMPENSATION FOR SERVICES

Consultant shall receive compensation for performance of the work in the amount, and at the times, specified in Exhibit B ("Compensation") attached hereto and incorporated herein by reference.

D. TERM AND SCHEDULE

Consultant shall perform the work in accordance with the Schedule set forth in Exhibit A ("Schedule") attached hereto and incorporated herein by reference.

## GENERAL TERMS AND CONDITIONS OF CONSULTING SERVICES

### ARTICLE 1

#### CONSULTANT'S RESPONSIBILITIES

1.1 The Consultant shall perform those services specified in Exhibit A, Scope of Work, and any such additional work as may be authorized in accordance with Article 6 hereof.

1.2 Consultant enters into this Contract, and will remain through the term of this Contract, as an independent contractor. Contractor agrees that Consultant is not and will not become an employee of District while this Contract is in effect. Consultant is not entitled to the rights or benefits afforded to the District's employees, including, but not limited to, disability or unemployment insurance, worker's compensation, medical insurance, sick leave or other employment benefit. Consultant is responsible for providing at Consultant's own expense disability, unemployment, and other insurance, workers' compensation (as set forth below), training, permits, and licenses for Consultant and for Consultant's employee and subcontractors. The Consultant shall be responsible for methods and means used in performing the Consultant's services under this Contract. The Consultant shall designate a representative authorized to act in the Consultant's behalf with respect to the services to be performed hereunder.

1.3 In the event the Consultant's services are related to a particular project, as specified on the cover page to this Contract (the "Services"), the Consultant's services shall be performed in a manner, sequence and timing so that they will be coordinated with the needs of the District and other consultants, engineers, architects or contractors for the Services. The District shall be the general administrator of the professional services for the Services and shall facilitate the exchange information amongst the engineers retained by the District for the Services as necessary for coordination of the Services. Except as authorized by the District, all communications between the Consultants and the District or other engineers for the Services shall be through the District.

1.4 The Consultant shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other engineers for coordination and review. All respects of the Project designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall also become familiar with aspects of the Project designed by the other engineers as necessary for the proper coordination of the Project.

1.5 Consultant, at Consultant's own expense, may use any employees or sub-consultants as Consultant deems necessary to perform the services required of Consultant by this Contract. The District shall not control, direct or supervise Consultant's employees or sub-consultants in the performance of those services.

1.6 Consultant agrees that all designs, plans, reports, specifications, drawings, inventions, processes and other information or documents produced by Consultant as a product of the performance of Consultant's services under this Contract will be and are hereby assigned the District as the sole and exclusive property of the District and the District's assigns, nominees and successors, as well as any copyrights, patents, or trademarks obtained by Consultant in connection with the performance of services under this Contract.

1.7 Any written, printed, graphic, electronically or magnetically recorded information furnished by the District for Consultant's use are the sole property of the District. All such information shall be proprietary, including, but not limited to customer requirements, customer lists, marketing information and information regarding the project, the District's employees, products, services, prices, operations and subsidiaries. Consultant will keep such proprietary information in the strictest confidence, and will not disclose it by any means to any person except with the District's approval or except as required by law. On termination of the Contract, Consultant will return any proprietary information in Consultant's possession to the District.

1.8 Requirements of Section 5.2 hereof, Consultant agree(s) to defend, indemnify and hold harmless District, the members of its governing board and its officers, agents, and employees from and against all demands, claims, damages, losses, liabilities, expenses and/or costs, including reasonable attorney's fees and court costs, arising out of Consultant's negligence, recklessness, or willful misconduct services contemplated by this Contract. The District holds Consultant's harmless for any such demands, claims, damages, losses, liabilities, expenses and/or costs resulting from the negligence of District.

## ARTICLE 2

### DISTRICT'S RESPONSIBILITIES

2.1 If the Consultant's services are related to a particular Services, the District shall, with reasonable promptness, provide available information regarding the requirements for the Services, including any existing or proposed plans and specifications and any requirements of public or quasi public governmental agencies of which the District is aware.

2.2 The District may designate a representative authorized to act on the District's behalf with respect to the Consultant's services and, if applicable, the Services. The District or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

## ARTICLE 3

### TERMINATION

3.1 Notwithstanding any other provision of this Contract, this Contract may be terminated by the District at any time by giving thirty (30) days written notice to Consultant, with or without cause. In the event of such termination without cause, the District shall not be entitled to rely upon, nor shall Consultant have any liability arising out of the District's use of incomplete designs, plans, reports, specifications, drawings, or other uncompleted tasks.

3.2 This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination. For purposes of this subparagraph, the failure to substantially perform in accordance with this Contract includes, but is not limited to, the following:

- 3.2.1 The District's failure to pay Consultant any compensation due within ninety (90) days after written demand for payment.
- 3.2.2 Consultant's failure to competently complete the services specified under this Contract within the time periods specified herein or as reasonably directed by the District.
- 3.2.3 Consultant's or the District's material breach of any representation or agreement contained herein.
- 3.2.4 Failure of Consultant to maintain insurance coverage as required in Article 4.

3.3 Consultant may also withdraw from this Contract, upon seven (7) days written notice, in the event of the District's refusal to cooperate with Consultant or to follow Consultant's advice on any material matter, or the occurrence of any fact or circumstance that would render Consultant's services unlawful or unethical.

3.4 In the event of any such termination, Consultant shall be compensated hereunder for the value of services performed to the date of termination.

ARTICLE 4

INSURANCE COVERAGE

4.1 Unless specifically excused by District in an Addendum, Consultant shall maintain insurance covering claims arising out of the performance of professional services under this Contract and caused by the errors, omissions or negligent acts for which the Consultant is liable, of at least \$1,000,000 per claim. This insurance shall be maintained in force by the Consultant for a reasonable period after the date of substantial completion of the Project for which the Consultant's services are performed. The reasonable period will be agreed to by the District and Consultant in writing.

4.2 The Consultant shall also carry the following additional insurance:

(a) Workers' Compensation as required by law, and Employer's Liability Insurance in the sum of not less than \$1,000,000.

(b) General Liability Insurance, which insurance shall have limits of liability not less than the following:

Bodily Injury:           \$1,000,000 each occurrence  
                                  \$1,000,000 each person  
                                  \$1,000,000 aggregate

Property Damage:     \$1,000,000 each occurrence  
                                  \$1,000,000 aggregate

(c) Comprehensive Automobile Liability, for all vehicles, automobiles, trucks and equipment, which insurance shall have limits not less than the following:

Bodily Injury:           \$1,000,000 each occurrence  
                                  \$1,000,000 each person

Property Damage:     \$1,000,000 each occurrence

If liability insurance is required, Consultant shall furnish the District upon request with (1) a certificate of insurance countersigned by an authorized agent or representative of the insurance company, that the insurance policies will not be cancelled altered or reduced without thirty (30) days prior written notice to the District and that the policy or policies do not exclude coverage for contractual liability, and (2) an endorsement to all policies, in the form of CG2010, or such other form reasonably acceptable to the District, confirming that the District and/or any of the affiliates and additional entities of the district that the District may designate, are named as additional insured on such policies. In the event of cancellation for non-payment, the District may pay premiums due by Consultant and deduct the paid payment from amounts then or subsequently owing to the Consultant hereunder. Insurance limits called for herein shall be considered to be minimum and the District shall have the absolute discretion to require higher limits should the nature of the work and risks involved therein call for such higher limits.

## ARTICLE 5

### SAFETY

5.1 Consultant shall strictly observe and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or properties or their protection from damage, injury or loss. Without limiting the foregoing, consultant shall comply with all requirements, regulations, orders and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1988.

5.2 Consultant shall be liable to, and shall indemnify and hold harmless, the District for all loss, cost and expense attributable to any acts of commission or omission by the Consultant, its employees or agents resulting from the failure to use reasonable safety precautions and programs or to comply with safety laws, regulations or ordinances, including but not limited to any fines, penalties, or corrective measures.

## ARTICLE 6

### PAYMENT PROVISIONS

6.1 Unless otherwise specified in Exhibit B, Compensation, the Consultant shall render monthly invoices covering work completed in such month. Invoices received four working days ahead of Town of Discovery Bay Board meetings of the month and approved for payment shall be paid within forty (40) days.

6.2 Additional services, beyond the services listed in Exhibit A, may be required by the District. Such additional services shall be performed only in accordance with Change Orders, authorized and issued by District or District's designated representative. Each Change Order shall list the scope of revisions to be performed, state the time within which the work is to be completed, designate any special conditions, and state the agreed upon compensation for such work.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 This Contract represents the entire and integrated agreement for the Project between the District and Consultant and may be amended only by written instrument signed by both the District and Consultant.

7.2 Any notices required to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or by any nationally recognized overnight service. Notices must be addressed to the parties at the address indicated on the cover sheet to this Contract, but each party may change the address by giving written notice in accordance with this paragraph. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of the date of receipt or the fifth (5th) day after mailing, whichever occurs first. Notice sent by overnight services or facsimile shall be deemed communicated as of the earlier of the date of receipt or twenty-four (24) hours after mailing.

7.3 If any provision of this Contract is held by a court of a competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

7.4 This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of District and Consultant.

7.5 If any legal action or arbitration is instituted, including an action for declaratory relief to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's and expert fees, which may be set by the court in such action or arbitration, or in a separate action brought for that purpose, in addition to any other relief to which that party may be awarded.

7.6 This Contract will be governed by and construed in accordance with the laws of the State of California.

7.7 In the event that either District or Consultant shall at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition, or obligation.

DISTRICT

CONSULTANT

\_\_\_\_\_

General Manager

\_\_\_\_\_

Kurt A. Gardner – Partner

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Gregory P. Harris - Partner

\_\_\_\_\_

Date

**EXHIBIT A**  
**SCOPE OF WORK**  
**DISTRICT ENGINEER**  
**ENGINEERING SUPPORT SERVICES**  
**FOR THE**  
**TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

The purpose of this Scope of Work is to provide engineering support services, on an as needed consulting basis, as District Engineer for the Town of Discovery Bay Community Services District.

**CONSULTANT'S SERVICES**

The CONSULTANT shall perform the following tasks in carrying out these services and shall perform all services in a manner consistent with the standards of the industry.

**TASK 1- ENGINEERING SUPPORT SERVICES AS DISTRICT ENGINEER**

1.1. PLAN CHECKING: Consultant shall review all subdivision plans and construction documents for water and wastewater facilities ultimately owned by the District. Consultant shall review, and return signed copies of each submittal to the District for distribution to project applicants. Where possible, Consultant's comments shall be summarized on a comment sheet attached to one submittal copy.

1.1.1. Consultant shall review construction documents for construction materials and methods acceptable to the District as they relate to the construction of water and wastewater facilities only, including pipe lines, sewer systems, water and wastewater plants, water and wastewater pumping stations, water wells, as well as other ancillary facilities directly supporting water and wastewater facilities such as electrical and control buildings.

1.1.2. The following submittals will not be reviewed by the Consultant: Temporary Construction Submittals including shoring submittals.

1.1.3. The Consultant shall maintain a file of all project plans and submittals.

1.1.4. The Consultant's review of plans and submittals shall be completed, and review comments sent to the District within twenty-five (25) calendar days following the receipt of the submittal in the Consultant's office. If for any reason the review cannot be performed within this twenty-five (25) day calendar day period,  
( Consultant shall notify the District and give reason for the delay.

- 1.1.5. The Consultant's review is not intended as acceptance of the work if plans and submittals contain errors, omissions, or inconsistencies not discovered by Consultant, nor is the review intended to relieve the submitting applicant of his full responsibility for proper engineering and design, nor is the review intended to ensure or guarantee lack of errors, omissions, or inconsistencies in submitted construction documents.
- 1.2. FIELD INSPECTIONS: Consultant shall provide field inspection services including the following:
- 1.2.1. The Consultant shall inspect the construction of water and wastewater facilities including sewers, manholes, pipelines, pump stations, treatment plants, and support facilities as requested by the District.
- 1.2.2. The Consultant shall be present during a single final project "walk-through" inspection with the District. Consultant shall participate in review and development of final inspection "punch-list."
- 1.3. TESTING, REVIEW, and WITNESSING: The Consultant will perform review of procedures and witness testing of mechanical and electrical facilities including the following:
- 1.3.1. The Consultant shall witness the testing of water and wastewater facilities including mechanical and electrical equipment as requested by the District.
- 1.4. ATTENDANCE AT MEETINGS: The Consultant shall attend meetings as District Engineer including the following:
- 1.4.1. Construction Meetings. Consultant shall attend and participate in certain project meetings at project sites in order to keep abreast of construction activities and be involved in questions which may arise concerning construction quality as requested by the District. During construction site visits, Consultant shall observe construction progress and shall discuss with Construction Manager relevant construction issues.
- 1.4.2. Special Meetings. Consultant shall attend special meetings to discuss and assist in resolving any construction issues as requested by the District.
- 1.4.3. District Board Presentations. Attend and update District Board as requested.
- 1.5. GENERAL ADMINISTRATIVE SERVICES. Consultant shall furnish general administrative services to remain current on District projects and to provide for

organized execution of work and retrieval of information. Such services shall include the following:

- 1.5.1. Review and route, as appropriate, project correspondence furnished by the Construction Manager and other entities. Maintain a logical and retrievable filing system.
- 1.5.2. Serialize correspondence and other project documentation transmittals. Identify subject on correspondence and transmittals in accordance with a subject identification procedure established by the Construction Manager.
- 1.5.3. Provide District each month during the term of this Project, a brief written progress report on the services performed. Such reports shall include the cumulative percentage of the overall budget by task, expended hereunder, a brief description of the work performed during the reporting period, and such other information as may be appropriate.

1.6. PROJECT DESIGN: The Consultant shall prepare plans and specifications for the construction of water and wastewater facilities to support District activities as requested by the District. Consultant shall prepare a separate scope and fee estimate for such services to be approved by the District. When design services are performed, they shall be completed in the following manner:

- 1.6.1. Consultant shall prepare a set of civil, mechanical, structural, and electrical design drawings and technical specifications (CSI format) suitable for assignment by the owner to a general contractor for construction.
- 1.6.2. The drawings shall conform to Consultant's typical CADD guidelines.
- 1.6.3. Plans and specifications shall include the technical information required for the construction of the civil, mechanical, electrical, and structural facilities.
- 1.6.4. Preparation of the plans and specifications shall include the submittal of 30 and 90 percent complete documents for review by the District, as well as 100 percent complete documents, incorporating the District's comments.
- 1.6.5. Consultant shall deliver the reproducible technical specifications and construction drawings for the each project. Electronic files shall also be delivered to the District.
- 1.6.6. Consultant shall prepare an estimate for the construction cost of the work at the 30 percent and 90 percent completion stages of the project.
- 1.6.7. Bid Period Assistance: Consultant shall assist the District prior to awarding

construction contracts by:

- 1.6.7.1. Responding to questions from prospective General Contractors prior to OWNER awarding contract.
- 1.6.7.2. Preparing addenda.
- 1.6.7.3. OWNER shall be responsible for distribution of original documents and addenda to prospective General Contractors.

1.6.8. Engineering Deliverables: Consultant shall provide the following deliverables as part of design services:

- 1.6.8.1. 30 percent (30%) design plans and technical specifications (2 copies).
  - 1.6.8.2. 90 percent (90%) design plans and technical specifications (2 copies).
  - 1.6.8.3. One hundred percent (100 %) design plans and technical specifications (reproducible originals).
  - 1.6.8.4. Addenda to plans and specifications (reproducible originals).
- 1.7. PROCESS ASSISTANCE: Consultant shall inspect and make recommendations for improvements to water distribution systems and treatment systems and wastewater collection and treatment systems as requested by the District.
  - 1.8. PERMIT AND PUBLIC AGENCY ASSISTANCE: Consultant shall assist the District in negotiating with and permitting facilities through other public agencies as requested by the District. Such work to include Environmental Impact Report (EIR) review, permit negotiations, permit applications, and meetings and correspondence with other public agencies.

## PROJECT PERSONNEL

2. Consultant shall assign the following project personnel to this project:
  - 2.1. Kurt A. Gardner, a registered civil engineer, shall serve as project manager for the Consultant and shall personally oversee the performance of Consultant's Services. Mr. Gardner shall be responsible for civil engineering services.
  - 2.2. Gregory P. Harris, a registered mechanical engineer, shall be responsible for mechanical engineering services and civil engineering services under the direction of the project manager.

- 2.3. Subconsultants: Consultant shall hire subconsultants in other engineering disciplines as required to assist in performing support services under this contractor.

HERWIT  
ENGINEERING

FEE SCHEDULE

7/1/14 - 6/30/15

<u>Personnel</u>	<u>Hourly Rate</u>
Engineering (Process, Mechanical, Civil)	\$160.00
Engineering (Electrical - Structural)	\$135.00
Drafting, Word Processing	\$85.00
 Other Direct Costs	
Travel, \$/mi	Federal Reimbursement
Subconsultants	Cost + 10%
Internal Printing	@ direct cost
Misc. travel and other indirect expenses	@ direct cost

**HERWIT  
ENGINEERING**

**FEE SCHEDULE**

**7/1/15 - 6/30/16**

<u>Personnel</u>	<u>Hourly Rate</u>
Engineering (Process, Mechanical, Civil)	\$165.00
Engineering (Electrical - Structural)	\$140.00
Drafting, Word Processing	\$85.00
Other Direct Costs	
Travel, \$/mi	Federal Reimbursement
Subconsultants	Cost + 10%
Internal Printing	@ direct cost
Misc. travel and other indirect expenses	@ direct cost



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

July 2, 2014

**Prepared By:** Carol McCool, Administrative Assistant, Board Clerk

**Submitted By:** Rick Howard, General Manager

*RH*

### Agenda Title

Rescind Resolution No. 2014-10 and Adopt Resolution No. 2014-15 Ordering Even-Year Board of Directors Election; Consolidation of Elections; and Specifications of the Election Order

### Recommended Action

Rescind Resolution No. 2014-10 and Adopt Resolution No. 2014-15 Ordering Even-Year Board of Directors Election; Consolidation of Elections; and Specifications of the Election Order.

### Executive Summary

On June 4, 2014 this item was before the Board for adoption of Resolution No. 2014-10. Subsequently, it was learned that there were two items that were incorrect: 1) the word limit for candidate statements is 250 words and not 300 words; and 2) the cost of the candidate statement is \$150.00 and not \$400.00.

Resolution No. 2014-15 states the corrected figures.

### Fiscal Impact:

**Amount Requested \$N/A**

**Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)**

**Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#**

### Previous Relevant Board Actions for This Item

June 4, 2014

### Attachments

1. Resolution No. 2014-15

AGENDA ITEM: F-5



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2014-15**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
ORDERING EVEN-YEAR BOARD OF DIRECTORS ELECTION;  
CONSOLIDATION OF ELECTIONS; AND SPECIFICATIONS OF THE ELECTION ORDER**

**WHEREAS**, California Elections Code requires a general district election be held in each district to choose a successor for each elective officer whose term will expire on the first Friday in December following the election to be held on the first Tuesday after the first Monday in November in each even-numbered year; and

**WHEREAS**, other elections may be held in whole or in part of the territory of the district and it is to the advantage of the district to consolidate pursuant to Elections Code Section 10400; and

**WHEREAS**, Elections Code Section 10520 requires each district involved in a general election to reimburse the county for actual costs incurred by the county elections official in conducting the election for that district; and

**WHEREAS**, Elections Code Section 13307 requires that before the nominating period opens the district board must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; determine the number of words, may estimate the cost; and determine whether the estimate must be paid in advance; and

**WHEREAS**, Elections Code Section 12112 requires the elections official of the principal county to publish a notice of the election once in a newspaper of general circulation in the district;

**NOW, THEREFORE, BE IT RESOLVED** that an election be held within the territory included in this district on the 4<sup>th</sup> day of November, 2014, for the purpose of electing members to the Board of Directors of said district in accordance with the following specifications:

**SPECIFICATIONS OF THE ELECTION ORDER**

1. The Election shall be held on Tuesday, the 4<sup>th</sup> day of November 2014. The purpose of the election is to choose members of the board of directors for the following seats:

Board of Director - Term End Date 12/07/2018  
Board of Director - Term End Date 12/07/2018  
Board of Director - Term End Date 12/07/2018

2. The District has determined that the Candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 250 words. As a condition of having the Candidate's Statement published, the candidate shall pay the estimate cost at the time of filing. The District hereby accepts the Election Division estimated cost for a candidate statement as the following: \$150.00.
3. The District directs that the County Registrar of Voters of the principal county publish the Notice of Election in a newspaper of general circulation that is regularly circulated in the territory.
4. This Board hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the district, pursuant to Elections Code 10400.
5. The District will reimburse the county for the actual cost incurred by the county elections official in conducting the general district election upon receipt of a bill stating the amount due as determined by the elections official.
6. The Secretary of the Board is ordered to deliver copies of this Resolution, to the Registrar of Voters.

PASSED, APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF July, 2014.

---

Mark Simon  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on July 2, 2014, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Richard J. Howard  
Board Secretary



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

July 2, 2014

**Prepared By:** Virgil Koehne, Water & Wastewater Manager  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

Approve and Accept the contract work performed by Bockmon & Woody Electric Co., Inc., for the Electrical Installation for Solar Dryers C & D Project and direct Staff to record "Notice of Completion" with the Contra Costa County Recorder's Office

### Recommended Action

Approve and Accept the Electrical Installation for Solar Dryers C & D Project and direct staff to record "Notice of Completion" with the Contra Costa County Recorder's Office and to release the retention 35 days after recordation.

### Executive Summary

The Electrical Installation for Solar Dryers C & D Project was the final component on the Bio-Solids Project.

Staff has determined that the work specified in the contract has been completed pursuant to the plans and specifications and recommends acceptance of the work in accordance with the terms and conditions of the contract, including release of retention in the amount of \$10,162.95, and performance bonds and recordation of the Notice of Completion. The retention will be released 35 days after recordation of the Notice of Completion.

### Fiscal Impact:

**Amount Requested \$10,162.95**

**Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)**

**Prog/Fund #21-1170-13 Category: Pers. Optg. Cap. -or- CIP# X Fund# BOND**

### Previous Relevant Board Actions for This Item

September 4, 2013 – Approval & Award of Contract for Electrical Installation Solar Dryers C & D Project

### Attachments

Notice of Completion

AGENDA ITEM: F-6

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

TOWN OF DISCOVERY BAY COMMUNITY  
SERVICES DISTRICT  
1800 Willow Lake Road  
Discovery Bay, CA 94505-9376

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner who contracted for the work of improvement hereinafter described.

2. The full name of the undersigned is:

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT,  
a Political Subdivision of the State of California.

3. The full address of the undersigned is:

1800 Willow Lake Road  
Discovery Bay, CA 94505-9376

4. The nature of the title of the undersigned is that of a fee holder.

5. A work of improvement on the property hereinafter described was completed on January 21, 2014.

6. The name of the contractor for such work of improvement is Bockmon & Woody Electric Co., Inc.

7. The property on which said work of improvement was completed is in the unincorporated portion of the County of Contra Costa, State of California, and is described as follows:

Electrical Installation for Solar Dryers C & D Project located at Town of Discovery Bay Wastewater Treatment Plant No. 2, 17501 Highway 4, Discovery Bay, CA 94505





# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

July 2, 2014

**Prepared By:** Fairin Perez, Parks and Recreation Manager

**Submitted By:** Rick Howard, General Manager

*RH*

### Agenda Title

Annual Intention to Levy and Collect Annual Assessment for the Ravenswood Improvement District – DB Lighting and Landscape Zone 9 for the Fiscal Year 2014-2015, Accept Engineer's Report and Adopt Resolution No. 2014-14

### Recommended Action

Accept Engineer's Report and Adopt Resolution No. 2014-14 authorizing the Intent to Levy and Collection of Annual Assessments for the Ravenswood Improvement District – DB Lighting and Landscape Zone 9 for the Fiscal Year 2014-2015

### Executive Summary

As part of the annual assessment process for the Ravenswood Improvement District – DB Lighting and Landscape Zone 9, the Town of Discovery Bay Board of Directors adopted Resolution 2014-08, which directed HERWIT Engineering to prepare the assessment report. HERWIT provided the Draft of the Final Assessment Engineer's Report to District Staff on June 19, 2014. In that report, HERWIT determined that based on operating costs (as shown on the Adopted Operating and Capital Budget for Discovery Bay Lighting and Landscape Zone 9) the per parcel assessment shall be set at \$602.92 which is the maximum allowable assessment for Zone 9.

Factors leading to the increased assessment (\$563.93 in FY 13/14, an increase of \$38.99) include increased maintenance and utilities costs. In order to maintain our reserve amount, and cover the increased cost of operations, the recommended assessment is set at the maximum allowable limit.

Staff requests that the attached Resolution, which approves HERWIT's report and proposed assessments, be approved and adopted. The Public Hearing approving the Levy of the annual assessment will be held on July 16, 2014 at the next regularly scheduled Board meeting.

### Fiscal Impact:

**Amount Requested - None**

**Sufficient Budgeted Funds Available?: N/A**

### Previous Relevant Board Actions for This Item

Approval and Adoption of Resolution 2014--08 Directing HERWIT Engineering to prepare annual assessment report for the Ravenswood Improvement District (DB L&L #9) – May 7, 2014

Approval and Adoption of the 2014-2015 Final Operating and Capital Improvement Budget for Discovery Bay Landscape and Lighting Zone #9 – June 25, 2013

### Attachments

Resolution 2014-14

Draft of the Final Assessment Engineer's Report by HERWIT Engineering, dated June 2014

AGENDA ITEM: G-1



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2014-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT  
INTENT TO LEVY AND COLLECT AN ANNUAL ASSESSMENT  
FOR THE RAVENSWOOD IMPROVEMENT DISTRICT – DB L&L ZONE #9  
FOR THE FISCAL YEAR 2014-2015**

WHEREAS, the Board of Directors of the Town of Discovery Bay Community Services District (CSD), pursuant to a development agreement with the developer of that subdivision known as Ravenswood formed a landscaping, park, lighting and open space district, for the purpose of providing for the operation and maintenance of landscaping, park, lighting and open space installed in said subdivision by developer; and

WHEREAS, said subdivision is generally located along Blake Court, Coleridge Way, Wilde Drive, Shakespeare Court, Slifer Court and Seuss Court, and

WHEREAS, the Board of Directors now desires to declare its intention to levy an annual assessment within such district.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Town of Discovery Bay CSD as follows:

1. The Board of Directors of the Town of Discovery Bay CSD, in an effort to deter crime, provide traffic safety, aid law enforcement, and provide a better neighborhood environment has formed an assessment district pursuant to California Streets & Highway Code, Division 15, Part 2, sections 22500 and following, and to levy and collect assessments there under, pursuant to Resolution 2005-03.
2. The improvements, the operation and maintenance of which are intended to be funded by the assessments levied by the proposed assessment district, include all expenses associated with the maintenance and operation of non-privately owned landscaping, park, lighting and open space in the subdivision known as Ravenswood.
3. The assessment district consists of that property generally described as Subdivision 8710-Ravenswood being a subdivision of a portion of the Northwest quarter of Section 26, Township 1 North, Range 3 East, Mount Diablo Meridian as recorded in Book 458 of Maps, Pages 1-15, Contra Costa County Records.
4. The designation for the assessment district is "Ravenswood Improvement District" –DB L&L Zone #9.
5. HERWIT Engineers have prepared and filed with the Secretary of the Board of Directors a report detailing the full and detailed designation of the improvements, and the boundaries of, and the proposed assessments upon assessable lots and parcels of land within, the Ravenswood Improvement District, and the Board of Directors hereby adopts and approves said report.

6. A hearing by the Board of Directors on the question of levy of annual assessments of the Ravenswood Improvement District –DB L&L Zone #9 for the fiscal year 2014-2015 year will be held at 7:00 p.m., on July 16, 2014 at 1800 Willow Lake Road, Discovery Bay, CA 94505.

PASSED, APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF JULY 2014

---

Mark Simon  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a special meeting, held on July 2, 2014, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Richard J. Howard  
Board Secretary

**FINAL ASSESSMENT ENGINEER'S  
REPORT**

**Prepared for the**

**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**Landscaping, Park, Lighting and Open-Space  
Improvements District DB L&L #9**

**For Fiscal Year 2014-2015**

**Prepared by  
HERWIT Engineering**

**6200 Center Street, Suite 310  
Clayton, California 94517  
(925) 672-6599**

**JULY 2014**

**Town of Discovery Bay Community Services District**

**Director and President**

Mark Simon

**Director and Vice President**

Chris Steele

**Director**

Kevin Graves

**Director**

Bill Pease

**Director**

Marianne Wiesen

**General Manager**

Rick Howard

**Water and Wastewater Manager**

Virgil Koehne

**Parks & Landscape Manager**

Fairin Perez

**District's Attorney**

Neumiller & Beardslee

**Assessment Engineer**

HERWIT Engineering

DRAFT

Date: July 2014

**Assessment Engineers Report  
For  
Landscape, Park, Lighting and Open-Space District DB L&L #9, Zone #1  
Subdivision 8710 (Ravenswood)**

Pursuant to Governmental Code 61710 and procedures of the Landscaping and Lighting District Act of 1972, the Town of Discovery Bay Community Services District (CSD) is responsible for the Landscape, Park, Lighting and Open-Space District DB L&L #9 submits this "Assessment Engineers Report" for the 2014-2015 year, which consists of five (5) parts as follows.

**PART A. Plans and Specifications**

This part describes the improvements in this District. The plans, drawings and specifications are on file in the Town of Discovery Bay CSD District Office. A listing of these documents and drawings are outlined in the original Assessment Engineers Report approved in 2006.

**PART B. Estimate of Cost**

This part contains an estimate of the cost of proposed improvements, including incidental costs and expenses in connection therewith, is as forth on the lists, which are on file in the Town of Discovery Bay CSD District office.

**PART C. Method of Apportionment of Assessment**

This part contains the method by which the undersigned engineering firm has determined the amount proposed to be assigned against each parcel, based upon parcel classification of land within this District, in proportion to the estimated benefits to be received. This listing is also on file in the Town of Discovery Bay CSD District office.

**PART D. District Diagram of Assessment**

This part by reference of a diagram shows the parcel lot numbers that are within this District.

**PART E. Property Owner List & Assessment Roll**

The listing of Assessed parcels and their owners are on file in the Town of Discovery Bay CSD District office.

**Engineers Assessment Report for 2013-2014 year**

During this time period the DB L&L #9, Zone #1 District financial report is as follows:

\$ 121,123      Annual assessments & investment revenue was received

\$ 130,763      Annual expenses grounds maintenance, capital improvements, and administrative expenses.

A copy of the income and expenses is attached to this report.

**\$ 131,839**      Fund total after 2013-2014 annual expenses.

**Note:** The expenses were higher for the 2013-2014 fiscal year than the previous fiscal year due to increases in maintenance and utility costs. The expenses for the 2013-2014 were greater than the assessment and revenue collected, resulting in an decrease in the District's reserve account.

### *Current Assessment*

The 2013-2014 fiscal year assessment per parcel based on the engineer's formula defined in the Assessment Engineers Report adopted in 2006 is \$563.93 per parcel. This is greater than the initial year assessment as defined in the Assessment Engineers Report due to increases in maintenance and utility costs, and to rebuild the reserve account balance which had dropped significantly due to large capital improvement projects.

### *Inflation Adjustment to Maximum Assessment*

The maximum assessment defined in the Assessment Engineers Report adopted in 2006 is \$501 per parcel based upon build out of the facilities and maintenance of the storm water basins. As specified in the Assessment Engineers Report, the maximum assessment is escalated annually by the consumer price index for San Francisco-Oakland-San Jose. At the time of preparation and adoption of the Assessment Engineers Report, the CPI index as published by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco – Oakland – San Jose reported for April 2006 was 208.9. The base year for the index is an average of 1982, 1983, and 1984 (hence 1982-1984=100). On April 2014, the same CPI index is reported as 251.4. Based upon the change in the CPI, the new maximum assessment allowed for the 2014-2015 fiscal year is \$602.92.

### *Calculation of Maximum Reserve Account Balance*

As stated in the adopted Assessment Engineers Report, the total funds in the reserve account are limited to 200% of the total funds collected by the District's not to exceed annual assessment. The new maximum not to exceed annual assessment allowable for the 2014-2015 fiscal year is \$ 602.92. This assessment is equally assessed to 203 parcels for an annual total of \$122,392.76. Therefore, the maximum Reserve Account Balance is \$ 244,785.52. After the reserve account has accrued to the maximum amount, any money received by the District in excess of annual maintenance and administrative costs will be returned to the property owner in the form of a reduced assessment in the following fiscal year.

### *New Assessment for 2014-2015 Fiscal Year*

The District will incur normal expenses for the maintenance of the landscape District this year. The District will also incur minimal charges for capital improvements construction projects this fiscal year. The estimated budget for 2014-2015 is \$ 118,488. This equates to \$ 583.68 per parcel for all 203 parcels, which is less than the maximum allowable assessment of \$ 602.92 per parcel, or \$ 122,392.76 maximum assessment.

Based on this report, the assessment for 2014-2015 tax year should be \$ 602.92 to begin rebuilding the balance in the reserve fund. The assessment for the 2014-2015 fiscal year is then \$ 602.92 per parcel applied equally to all 203 parcels as defined in the adopted Assessment Engineers Report.



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

July 2, 2014

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

**Agenda Title**

Announcement of Special District Vacancy on LAFCO, Call for Nominations and for Names of Voting Delegates – Election July 21, 2014

**Recommended Action**

Staff recommends that the Board select one (1) Special District Regular Member to fill a vacated term of office on the LAFCO Board.

**Executive Summary**

The Contra Costa Local Agency Formation Commission (LAFCO) is a body made up seven members representing a variety of county interests. LAFCO's are responsible for overseeing most forms of local government boundary changes, including incorporation, annexations, and special district formations.

There is a vacant special district regular seat on the Contra Costa Local Agency Formation Commission (LAFCO) created by the recent passing of Dwight Meadows. LAFCO is seeking nominations to fill the unexpired term ending May 7, 2018. Those individuals that have been nominated by their respective Special Districts are as follows:

- Robert Amrine, Bethel Island Municipal Improvement District
- Steve Anderson, Moraga Orinda Fire District
- Gordon Dakin, San Ramon Valley Fire Protection District
- George Schmidt, West County Wastewater District
- Igor Skaredoff, Contra Costa Resource Conservation District

The deadline to submit nominations to LAFCO was Friday June 27, 2014 at 5:00 p.m. As this agenda was published prior to that date any additional names will be provided at the meeting for Board consideration.

The Independent Special District Selection Committee is scheduled to take place on Monday, July 21, 2014 at 10:00 a.m. The meeting will take place in conjunction with the quarterly meeting of the Contra Costa Special Districts Association, to be held at the Central Contra Costa Sanitary District offices.

It is recommended that the Board of Directors select a candidate to fill the Special District vacancy currently open on the LAFCO Board. President Simon is the designated Contra Costa Special Districts Association representative.

**Fiscal Impact:**

**Amount Requested \$N/A**

**Previous Relevant Board Actions for This Item**

March 19, 2014 – Appointment of Dwight Meadows

**Attachments**

1. Contra Costa Local Agency Formation Commission Public Announcement



May 27, 2014

**TO:** Each Board Member and General Manager of Each Independent Special District in Contra Costa County

**FROM:** Lou Ann Texeira, LAFCO Executive Officer

**SUBJECT: Announcement of Special District Vacancy on LAFCO, Call for Nominations and for Names of Voting Delegates – Election July 21, 2014**

This is to advise all independent special districts of a vacant special district regular seat on the Contra Costa Local Agency Formation Commission (LAFCO) created by the recent passing away of Dwight Meadows. We are seeking nominations to fill the unexpired term on LAFCO ending May 7, 2018.

Pursuant to Government Code Section 56332 and the Procedures for the Special District Selection Committee, both of which are enclosed, I am announcing the election and calling for nominations for the vacancy to be submitted to the LAFCO office by **June 27, 2014** in conjunction with an election scheduled for **July 21, 2014** (see attached Election Schedule).

The following summarizes the process.

Selection Committee: The Independent Special District Selection Committee (ISDSC) consists of the presiding officer (or designee) of the legislative body of each independent special district. This group appoints the special district members of LAFCO. *The ISDSC is encouraged to make selections that fairly represent the diversity of the independent special districts in the county.*

Attached please find the current roster of the ISDSC, which was used in conjunction with the April 2014 election. Please review and provide us with the name of your voting delegate (must be a board/trustee member) for the July 2014 election by **June 27, 2014**. Even if this is the same person who voted in April 2014, we must receive confirmation that your delegate will be in attendance on July 21 to assure that we will have a quorum.

Nominations: Each candidate must be nominated by a Special District Board resolution and must be a board member/trustee of an independent special district. The nomination should include the name of the nominee and the district they serve. The nominating resolution must be submitted to LAFCO by the deadline of **June 27, 2014**. Each independent special district is entitled to nominate a maximum of one board member.

In accordance with established Procedures for the Special District Selection Committee, nominations (by Board resolution) may be made from the floor during the Selection Committee meeting, *but only if no prior nominations by resolution were submitted by any of the independent special districts.*

Election Procedures: A publicly noticed meeting of the Independent Special District Selection Committee is scheduled for **Monday, July 21, 2014 at 10:00 a.m.** in conjunction with the quarterly meeting of the Contra Costa Special Districts Association, to be held at the Central Contra Costa Sanitary District Multipurpose Room, located at 5019 Imhoff Place in Martinez.

Prior to the meeting, a list of candidates will be sent to each special district.

Official ballots will be distributed at the meeting on July 21. Please ensure that the presiding officer/designated alternate for your district will attend this meeting. ***Without a quorum of Independent Special Districts no action can be taken at the meeting to fill the vacancy.*** Only the presiding officer, or his/her Board designee can vote; staff members/counsel are not authorized to vote.

Prior to or at the election meeting, eligible nominated candidates may circulate a statement of qualifications. At the Selection Committee meeting, each candidate will be given an opportunity to make a brief presentation to the Selection Committee.

Majority Vote: For the Selection Committee to transact business on July 21, a quorum (50% plus one) of independent special districts must be present. We encourage presiding officers to attend; but if they cannot, please authorize another member of the governing board to attend the meeting.

Obligations of Service on LAFCO: The Commission typically meets monthly on the second Wednesday. Meetings start at 1:30 p.m. and are generally over before 5:00 p.m. Most meetings are held in the County Administration Building in Martinez. A packet of materials to review for each meeting is distributed to Commissioners approximately one week prior to the meeting.

The Commission consists of two city members, two county members, two special district members and one public member, and an alternate member in each category. Alternates generally attend Commission meetings, participate in the deliberations and vote when a regular member in their category is absent or excused from voting. *Commissioners are expected to represent the interests of the public as a whole, and not solely the interests of the appointing authority.*

Please contact the LAFCO office if you have any questions or need additional information.

c: Each Member of the Commission

#### Attachments

1. Government Code Section 56332
2. Procedures for the Special District Selection Committee
3. July 2014 Election Schedule
4. April 2014 ISDSC Voting Delegates



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

July 2, 2014

**Prepared By:** Dan Meewis, Recreation Programs Coordinator  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

Consideration and Approval of Overnight camping request for "Discovery Bay River Otters Swim Team Overnight Party" event at the Discovery Bay Community Center on July 19th thru July 20th, 2014

### Recommended Action

Authorize Overnight Camping for the "Discovery Bay River Otters Swim Team Overnight Party" at the Discovery Bay Community Center on Saturday evening July 19th thru Sunday morning July 20th, 2014, and subject to the Conditions contained herein.

### Executive Summary

The Town of Discovery Bay Community Services District (Town) sponsors the Discovery Bay River Otters Swim Team. This year, the Team's parent organizers have requested that the Team be allowed to hold a (to be annual) "Discovery Bay River Otters Swim Team Overnight Party" at the Discovery Bay Community Center.

The Overnight Team Party will be the first for the Swim Team. The event will begin with an awards banquet and dinner for all the swimmers and their families, and then continue into the Overnight Party. They will be using multiple rooms in the community center as well as the pool (Pool use will conclude at 10:00 p.m.). This will be the last social event of the 2014 season for the swim team. The Party not only reflects back on the inaugural season of the Swim Team, but also raises awareness of the benefits of participating on an organized team as a way to connect people with their community. It is also an easy way for friends, families, and teammates to create a unique and unforgettable experience.

Staff recommends approval of the overnight event pursuant to the following conditions:

1. Discovery Bay River Otters Parent Board (DBROPB) shall not allow outside food vendors without the appropriate health department permits and prior approval and written consent of the Parks and Recreation Manager;
2. While the pool is in use a Coach/Lifeguard must be on deck at all times;
3. The Pool will close promptly at 10:00 p.m.;
4. The DBROPB will create a volunteer/parent rotation list for supervision of the camping area from the hours of 10:00 p.m. to 7:00 a.m.;
5. For the safety of the swimmers and their families the tennis courts, area west of courts, and the BBQ area will be off limits. Camping will only be allowed on the Event Lawn;
6. There will be no amplified sound after 8pm;
7. DBROPB shall ensure that all Park & Facility Rules are enforced during the event;
8. All Campers must have signed a waiver prior to participating in the Discovery Bay River Otters Swim Team Overnight Party;
9. Sky Lanterns are strictly prohibited; and
10. DBROPB is responsible for event clean up including but not limited to vacuuming, re-stocking restrooms, cleaning tables, and general maintenance efforts associated with the event.

Staff recommends approval of this request.

### Fiscal Impact:

None

### Previous Relevant Board Actions for This Item

None

### Attachments

AGENDA ITEM: G-3



No Back Up  
Documentation  
For Agenda Item # H



No Back Up  
Documentation  
For Agenda Item # I



No Back Up  
Documentation  
For Agenda Item # J



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**

July 2, 2014

**Prepared By:** Carol McCool, Administrative Assistant  
**Submitted By:** Rick Howard, General Manager *RH*

**Agenda Title**

Discussion of Illegal Advertising Signs

**Recommended Action**

As necessary

**Executive Summary**

The Town of Discovery Bay's roadways are often besieged with a variety of signs – some advertising small local business, others charitable endeavors. Pursuant to County Sign rules and regulations, there is not a distinction as to the type of sign or its intended benefit (private business or charitable causes) – a sign is a sign, regardless of its nature.

California Government Code Section 61100(g) states that the District may "Acquire, construct, improve, maintain, and operate street lighting and landscaping on public property, public rights-of-way, and public easements". This authority was previously authorized by LAFCO to the Town of Discovery Bay. Subsequently, and after discussion with LAFCO staff, the Town does have the ability to perform these functions on land that the District owns and maintains. There is some question as to whether the Town has the authority to conduct sign removal in areas that are not maintained or owned by the Town. Additionally, the Town does not have the ability to enforce signs on private property as that is a land use function that CSD's are specifically excluded from performing.

Contra Costa Public Works has developed a permit for the Town that, if approved by the Board, would establish the Town's authority to remove illegally placed signs. While staff has a number of issues with the proposed permit itself, the central issue to be determined is whether the Town of Discovery Bay should enter into an agreement with the County to remove all signs that are authorized pursuant to Government Code Section 61100(g).

This is a very complex issue and staff is seeking Board input on this subject.

**Fiscal Impact:**

**Amount Requested** None at this time  
**Sufficient Budgeted Funds Available?:** (If no, see attached fiscal analysis)  
**Prog/Fund # Category:**

**Previous Relevant Board Actions for This Item**

N/A

**Attachments**

Draft Encroachment Permit - Sign Removal

**AGENDA ITEM: K-1**



Contra Costa County  
Public Works  
Department

Eric Sanders  
esand@pw.cccounty.us  
@pw.cccounty.us

Permit No.: 30674  
Road No.: 9357  
Area: C  
TBM: 617  
USA No.:  
Fed Tax ID No.:

APPLICATION AND PERMIT CENTER

Work Order/Job # \_\_\_\_\_

**ENCROACHMENT PERMIT**

Rev 1/8/14

Type of Encroachment Permit:  Small  Large  Utility For Office Use Only County Project/W.O. \_\_\_\_\_ Permit Violation   
Permit Fee \$ \_\_\_\_\_ Bill W.O. \_\_\_\_\_ Inspection Fee \$ \_\_\_\_\_ Cash Bond \$ \_\_\_\_\_ Receipt No.: G- \_\_\_\_\_

Permit to do work in accordance with Title 10 of the Ordinance Code of Contra Costa County, County Standard Plans and Specifications, and any Special Requirements shown or listed herein. **Read both sides of this Permit and all the attachments carefully. Keep this Permit at the work site.**

Permittee: Town of Discovery Bay CSD Contractor: \_\_\_\_\_  
Address: 1800 Willow Lake Road Address: \_\_\_\_\_  
City/State/Zip: Discovery Bay, CA 94505 City/State/Zip: \_\_\_\_\_  
Contract Person: Virgil Koehne Telephone No.: (925) 634-1131 Fax No.: (925) 513-2705  
Email Address: vkoehne@toddb.ca.gov Cell Phone No.: (925) 683-3619

**Expiration Date:** All work described in this permit, including finish paving, shall be completed on May 1, 2015  
If all work covered by this permit, including finish paving is not completed by this date, you must acquire a new permit.

**Permitted Activity:** Excavate Curb, Gutter, Sidewalk\*  Yes  No Excavate AC Pavement\*  Yes  No  
Removal of advertising signs or devices of any description, except for a notice posted as provided by law or court order in accordance with County Ordinance Code 1002-2.018.

**Emergency Contact Person:** Virgil Koehne Telephone No.: (925) 683-3619  
\*Excavation Permits Require An Emergency Contact Available 24/7. **PERMITS FOR EXCAVATION REQUIRE A CURRENT USA NUMBER.**

**Start Date:** May 1, 2014 **Projected Completion Date:** May 1, 2015  
\*Permit applications with more than 30 calendar days between the start and completion date must be accompanied by a detailed construction schedule

**Site Address:** Discovery Bay (see attached map) **APN:** N/A

**General Permit Conditions:**

- ALL WORK MUST BE INSPECTED.** ARRANGE for an INSPECTION by phoning **Eric Sanders @ (925) 595-5992** or email **esand@pw.cccounty.us** at least two working days before you begin work. If you can not reach the inspector contact the construction office at (925) 313-2320. **WORK DONE WITHOUT NOTIFICATION IS SUBJECT TO REJECTION AND/OR A PENALTY OF \$100.**
- You must schedule a **FINAL INSPECTION** by phoning your inspector. **Refunds of deposits and/or bonds will be processed 90 days** from the date the permit was signed off by the Public Works Construction Inspector. A signed off permit from another permitting agency or utility company does not guarantee the work performed under this permit has been completed satisfactorily.
- Standard Road Encroachment Permit Conditions; Sections I, II, III, and IV** on the back of this permit apply. **READ CAREFULLY.**

Items Attached or Referred to Herein and Made Part Hereof:  
 General Permit Conditions Attachment \_\_\_ ;  Special Road Encroachment Permit Conditions;  Preserving Survey Monumentation;

The Permittee agrees to save, indemnify and hold harmless the County of Contra Costa, its officers, employees and agents from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance or inverse condemnation, which may arise out of the work covered by this permit and does agree to defend the County, its officers, employees and agents against any claim or action asserting such a liability. Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the ordinance and specifications authorizing issuance of such permit.

**Signature of Permittee:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** Virgil Koehne

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Robert B. Hendry III, Senior Engineering Technician  
For: Julia R. Bueren, Public Works Director, Contra Costa County

Work Completed  
 Expired  
 APPLY PENALTY – No Inspection Requested  
Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

G:\engsvc\Permit Center\Permit Forms\Encroachment Permit Master 14 Tab.doc

## STANDARD ROAD ENCROACHMENT PERMIT CONDITIONS

### I. GENERAL INSTRUCTIONS

1. **WORK MUST BE INSPECTED** - Work done without inspection may have to be removed and be reconstructed.
2. **PROTECTION** - Provide and maintain enough barricades, lights, signs, cones, flaggers and other safety measures to protect the public, in accordance with the current California Manual on Uniform Traffic Control Devices.
3. **TRAFFIC** - A County road may not be closed to public traffic without the approval of the Board of Supervisors. Unless noted otherwise in attached General or Special Road Encroachment Permit Conditions, keep a minimum of one 10' wide traffic lane open to traffic while working; at all other times, two 10' wide lanes shall be open.
4. **STANDARDS** - Work shall be in accordance with the latest edition of Caltrans Standard Specifications and Plans and County Standard Specifications and Plans.
5. **UTILITIES** - Utility relocations are the responsibility of the permittee.
6. **UNDERGROUND SERVICE ALERT (USA)** - Must be contacted prior to excavating in a County road right of way. Telephone 811. Any work found in progress without a valid USA number will be shut down and the roadway cleared. All USA and/or temporary survey pavement markings shall be removed by the permittee at the completion of work to the satisfaction of the County Public Works Construction inspector.
7. **SURVEY MONUMENTS SHALL BE PROTECTED.** Any survey monuments removed, or disturbed, shall be replaced using surveying practices acceptable to the County Surveyor, who can be contacted at (925) 313-2343.
8. **FIELD CHANGES** - Any modification due to field conditions must be approved by the inspector.
9. **IF WORK** is performed **without a permit**, the fee shall be **double** the amount per fee schedule or a **minimum** of \$300. All work performed *without* a permit is subject to removal and/or reinstallation.
10. **STAFF CHARGES** - Permittee is responsible for all staff charges associated with the permit. Any exceptions must be resolved before the permit is issued. Permits will not be signed off as complete until all the review and inspection charges are paid in full.

### II. SPECIAL REQUIREMENTS - DRIVEWAYS (DRIVEWAY SHALL BE CONSTRUCTED FROM EDGE OF PAVEMENT TO PROPERTY LINE)

1. Minimum driveway construction shall consist of 2" of asphalt pavement on 6" of Class 2 Aggregate Base. Concrete driveways within the County road right of way shall consist of a minimum of 6" of Class 3 concrete over 3" of Class 2 Aggregate Base. The driveway is to be sloped to prevent storm water runoff to flow onto the County road and shall not interfere with roadside drainage or cause erosion or deposition of silt.
2. The driveway location shall comply with County Standard Plan No. CA70i, shall not interfere with a legal encroachment or create a hazard or nuisance, and shall be spaced to make maximum street parking available.
- 3a. The top elevation of driveway 5' behind curb is to be .60' or 7 1/4" higher than the flow line of the gutter.
- 3b. The driveway elevation at the property line shall be within 1' of the elevation of the near shoulder and shall merge with the shoulder to preserve the roadbed section.
4. If existing driveway depression is not used, it shall be completely removed (curb, gutter and sidewalk) by saw cut at next nearest expansion joint or score mark and replaced with concrete to conform to adjacent improvements - form board to be used at gutter lip and the pavement restored with asphalt concrete. Sidewalk and curb which is replaced shall be doweled. (See County Standard Plan No. CA 74i)
5. Existing curb and gutter, or curb, gutter and sidewalk shall be removed for full width of driveway with saw cut at next nearest expansion joint or score mark. (See County Standard Plan No. CA 70i) A form board must be used at the gutter lip and the pavement restored with asphalt concrete. The new sidewalk and curb shall be doweled. (See County Standard Plan No. CA 74i)
- 6a. Where driveways connect to County roads without curbs, shape a valley gutter across the driveway. The flow line shall match the flow line of existing roadside ditch.
- 6b. Install a culvert for full width of driveway. This culvert is to be laid to the flow line grade of existing roadside ditch. The minimum culvert diameter is 18".
7. Driveway grade breaks shall comply with County Standards (See County Standard Plan No. CA 20i)
8. All broken curbs, gutters and sidewalks shall be completely removed by saw cut at nearest expansion joint or score mark and replaced to true grade and cross-section. The new curb and sidewalk shall be doweled. (See County Standard Plan No. CA 74i)

### III. SPECIAL REQUIREMENTS - STREET CUTS (See County Standard Specifications for Detailed Requirements).

1. **TRENCH EXCAVATION** - Trench excavation and backfill requirements shall follow County Standard Plan No. CU01i. Prior to the start of the work covered under this encroachment permit:
  - a. Any deviation proposed from the backfill material or asphalt concrete specified on the Standard Plan shall be approved by the Public Works Department's M&T Lab.
  - b. Any deviation proposed from the trench excavation specified on the Standard Plan shall be approved by the inspector.
2. The Permittee shall not excavate trenches in advance of pipe placement. No more trench shall be excavated than can be finished, including pipe placement, backfill and temporary paving on the same day. Shoring shall comply with current CAL-OSHA safety orders.
3. For trench backfill in other road right-of-way areas, the trench backfill shall consist of existing material or suitable backfill material as approved by the inspector. The trench backfill shall have a minimum relative compaction of 90 percent.

**No jetting is allowed under any paved roadway or within a distance of 4' from the edge of existing pavement.** Backfill shall be compacted by impact, vibration or any combination of these. Jetting will be allowed only when more than four feet from the pavement and when the backfill and trench are suitable for jetting and shall be supplemented with mechanical compaction to obtain required relative compaction.

4. **TEMPORARY PAVING** - Temporary paving (or permanent paving) shall be placed at the end of each work day and shall have a minimum thickness of 1.5" of 1/2-inch, Type A asphalt concrete. The permittee shall maintain the temporary trench paving until the permanent paving is performed.

### IV. SPECIAL REQUIREMENTS - SIDEWALK DRAINS

1. Install a 3" inside diameter non-corrosive pipe through curb or through curb and sidewalk. One panel of sidewalk, curb and gutter, or where there is no sidewalk, 1' of curb only (don't remove gutter) to be removed by a saw cut. Pipe flow line shall match gutter flow line, and pipe shall be cut off flush with face of curb. Sidewalk concrete shall encase pipe in 3" concrete jacket. Replace curb, gutter, sidewalk and pavement to match adjacent improvements. (See County Standard Plan No. CD06i)

## **SPECIAL ROAD ENCROACHMENT PERMIT CONDITIONS**

### **Note:**

**I.** This encroachment permit is being issued to the Town of Discovery Bay Community Services District to remove illegally placed advertising signs or devices of any description from the County maintained road rights of way of the Town of Discovery Bay as set forth in County Ordinance Code 1002-2.018.

The attached map titled "Discovery Bay Neighborhoods" is made part hereof the encroachment permit and delineates all the roads within the Town of Discovery Bay Community Services District. The roads within the gated Discovery Bay Country Club are not County maintained and are not included in this encroachment permit.

**II.** A notification letter from The Town of Discovery Bay Community Services District shall be created and delivered to those residents who live within the Discovery Bay Community Services District at least one week prior to the start of the advertising sign abatement work addressed in these special encroachment permit conditions. The notice shall inform property owners that it is illegal to place advertising signs within the right of way and that the Town of Discovery Bay Community Services District will begin actively enforcing the removal of these illegally placed signs. The notice shall also clearly state the following:

- a. The County Ordinance Code (1002-2.010) prohibiting the placement of advertising signs within the County right of way, and the County Ordinance Code (1002-2.018) authorizing the removal of illegal encroachments.
- b. A name and telephone number of a contact person from the Discovery Bay Community Services District where the sign owners can claim the signs removed from the right of way and that signs unclaimed within 10 days from the date of removal may be disposed of.
- c. If a contractor is used, a name and telephone number of a contact person from the primary contractor shall be provided.

The County's Public Works Construction Inspector will approve the notification letter and shall receive a copy for review one week prior to the notification being delivered to the residents.

**III.** The County has provided the Discovery Bay Community Services District with an encroachment permit expiration date of May 1, 2015. The permit will be reviewed annually for possible renewal at the request of the Discovery Bay Community Services District.

## **ADMINISTRATION**

1. **Encroachment permit on site.** A copy of this encroachment permit shall be available for review on site for the duration of the right-of-way encroachment allowed by this permit. The encroachment permit shall be shown upon request to any police officer or any employee of the County with jurisdictional responsibility over activities in the public right-of-way.

If a County employee requests to see a copy of this encroachment permit and the encroachment permit is not available a Stop Work Order may be issued until a copy of the encroachment permit is available for review on site.

2. **Indemnification.** The permittee agrees to save, indemnify and hold harmless the County of Contra Costa or its representatives from all liabilities imposed by law by reason of injury to or death of any person or persons or damage to property which may arise out of the work covered by this permit and does agree to defend the County in any claim or action asserting such action. Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the ordinance and specifications authorizing issuance of such permit.

3. **Insurance.** The permittee's contractor shall furnish an acceptable certificate of insurance naming Contra Costa County, its employees, officials and agents as additionally insured. See Attachment 1A for insurance requirements.

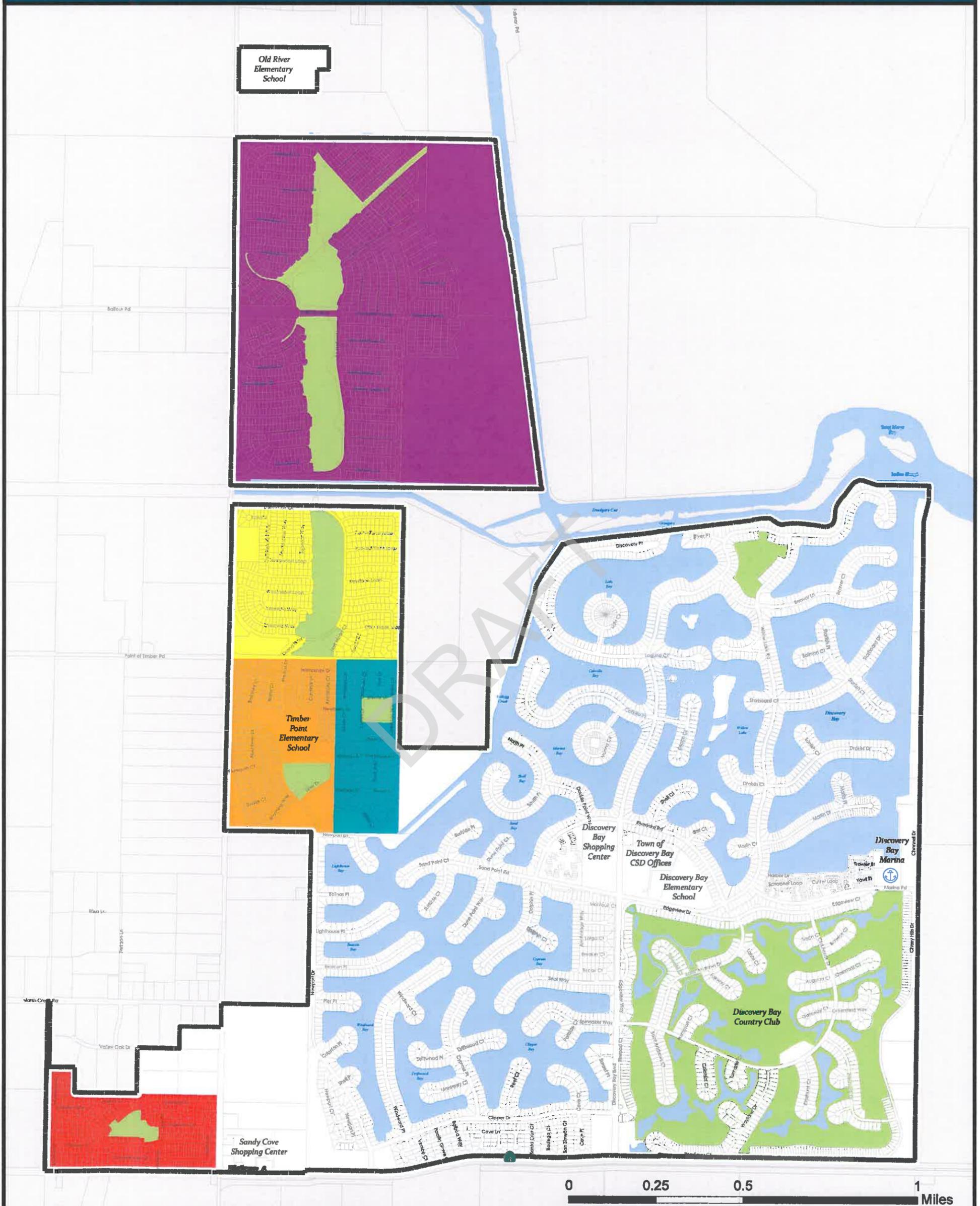
4. **Removal of encroachments.** The Town of Discovery Bay Community Services District is authorized to remove advertising signs or devices of any description, except a notice posted as provided by law or court order.

The Town of Discovery Bay Community Services District may sell, destroy or otherwise dispose of advertising signs or devices if they are unclaimed for ten days after their removal.

5. **Contact person.** The Discovery Bay Community Services District shall provide to the County the name and telephone number of a contact person for the public to contact to inquire about reclaiming signs removed from the right of way.
6. **Records.** The Discovery Bay Community Services District shall maintain records of the signs removed from the right of way. The record shall include a description of the sign(s) removed and their location(s) and whether they were claimed or disposed of.



# Discovery Bay Neighborhoods



### Subdivision Name

- Centex
- Discovery Bay West Village 1
- Lakeshore

- Ravenswood
- The Lakes at Discovery Bay

Discovery Bay CSD Referral Area

Parks



Map created 6/20/2009  
 by Cheryl Smith, County GIS, 4881 Lakeside  
 021 Pk Rd., Ste 900 - San Jose, CA 95128-2008  
 408.283.8200 ext. 2222, 2229

These maps were created by the Contra Costa County Department of Conservation and Development. While every effort is made to ensure the accuracy of the information, the County of Contra Costa disclaims any liability for any errors or omissions.



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